

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM358344

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VPI Holding Co.		10/12/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Live Happy, LLC		
<b>Street Address:</b>	4006 Beltline Road, Suite 100		
<b>City:</b>	Addison		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85932189	LIVE HAPPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149993623		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214.999.4682		
<b>Email:</b>	ip@gardere.com, lhemphill@gardere.com		
<b>Correspondent Name:</b>	Lisa Hemphill/Gardere Wynne Sewell LLP		
<b>Address Line 1:</b>	1601 Elm Street, Suite 3000		
<b>Address Line 4:</b>	Dallas, TEXAS 76012		
<b>ATTORNEY DOCKET NUMBER:</b>	140257-3011		
<b>NAME OF SUBMITTER:</b>	Lisa R. Hemphill		
<b>SIGNATURE:</b>	/Lisa R. Hemphill/		
<b>DATE SIGNED:</b>	10/12/2015		
<b>Total Attachments: 1</b>			
source=LIVE HAPPY Assignment of Class 25 app #page1.tif			

OP \$40.00 85932189

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of October 12, 2015 (the "Effective Date"), by **VPI HOLDING CO.**, a Delaware corporation ("Assignor") and **LIVE HAPPY, LLC**, a Texas limited liability company, having an address at 4006 Beltline Road, Suite 100, Addison, Texas 75001 ("Assignee").

**WHEREAS**, Assignor is the owner of all right, title and interest, in and to the trademark LIVE HAPPY and the U.S. Application Serial No. set forth below:

85/932189 LIVE HAPPY in Class 25

currently pending before the U.S. Patent and Trademark Office (hereinafter the "Mark"), and any and all associated common law rights and goodwill of the business associated with or symbolized by the Mark; and

**WHEREAS**, Assignee wishes to acquire any and all rights Assignor has in and to the Mark, together with any goodwill of the business in connection with which the Mark is used or may be used and which is symbolized by the Mark, and all associated common law rights of such Assignor in the Mark.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign and convey to Assignee, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business in connection with which such Mark is used or may be used, and which is symbolized by such Mark, and any and all associated common law rights, statutory and other rights of Assignor in such Mark. For the United States Application Serial No. 85/932189 for registration based on an intent to use, with no statement or amendment alleging use having been filed with the U.S. Patent and Trademark Office, Assignee is the successor to that portion of the Assignor's ongoing and existing business to which the Mark in the application pertains as required by 15 U.S.C. § 1060.

Assignor further hereby unconditionally and irrevocably sells, grants, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to all goods and proceeds of the Mark and the goodwill of the business associated with or symbolized by the Mark (including, without limitation, all associated common law, statutory and other rights in the Mark), asserts against any third parties for past, present, or future misappropriation or infringement of any of the foregoing or of the Mark or the goodwill of the business associated with or symbolized by the Mark, together with the right to sue and recover the same in the Assignee's own name, to have and to hold the same for Assignee's own use and benefit and for the benefit and for the benefit of Assignee's successors, assigns, and legal representatives.

Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments necessary, and to perform any other reasonable acts Assignee may require, in order to fully vest in Assignee all of Assignor's right, title and interest in and to the Mark, and all associated common law rights and goodwill.

**IN WITNESS WHEREOF**, the Assignor has caused this instrument to be executed this 12<sup>th</sup> day of October, 2015.

VPI HOLDING CO.

By: \_\_\_\_\_

David Rapier, CFO